

Prepared by:

SITE:044-184-00C Shelby Medical Center

Tritel Communications Inc.
211 Summit Parkway, Suite 112
Birmingham, AL 35209

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

THIS AGREEMENT (the "Agreement") is made and entered into as of this _____ day of _____, 200__, by and among First National Bank of Shelby County, (hereinafter referred to as the "Lender"), TRITEL COMMUNICATIONS, INC., a Delaware Corporation, (hereinafter referred to as "Tenant"), and Kenneth M. Graves, (hereinafter referred to as "Landlord").

WITNESSETH:

WHEREAS, Lender has made a loan in the amount of One Hundred Thousand Dollars (\$100,000.00) (such loan and any renewal, substitution, extension or replacement thereof being herein called the "Loan") secured, inter alia by a deed of trust recorded at The Probate Office Instrument # 1997-42583 of the official records of Shelby County, State of Alabama (such deed of trust and all other liens on the Property, as hereafter defined, securing the Loan and any renewal, substitution, amendment, extension or replacement thereof being hereinafter referred to as the "Mortgage") upon the tract of land described in Exhibit "A" hereto (the "Property"); and

WHEREAS, Landlord and Tenant desire to enter into a lease for a portion of the Property (the "Leased Premises") pursuant to a Lease Agreement or lease agreement by and between Landlord and Tenant dated as of September 25, 2000 (the "Lease"); and

WHEREAS, the parties hereto desire to enter into this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged by the parties hereto, Lender, Tenant and Landlord hereby agree as follows:

1. Subordination. Tenant hereby subordinates the Lease to the interest of Lender under the Mortgage, and Tenant further agrees that the Lease now is and shall at all times continue to be subject, junior, inferior and subordinate to the Mortgage.

1. Non-Disturbance. So long as no default exists which would, with notice, entitle the Landlord to the right to terminate the Lease, the Lease shall not be terminated, nor shall any sublease, assignment, license, the source of which title is from the Tenant or any of its successors, assigns, lessees, sublessees, subtenants, licensees or otherwise (hereinafter "Any Proposed Sublease") be terminated, nor shall Tenant's or any subtenant's, sublessee's, licensee's, assign's (or any other party whose source of title or interest arise from Tenant either directly or indirectly) ("Any Proposed Sublessee") use, possession or enjoyment of the Property be interfered with nor shall the leasehold estate granted by the Lease or Any Proposed Sublease be affected in any other manner, in any exercise of any power of sale in the Mortgage, or by foreclosure or any action or proceeding instituted under or in connection with the Mortgage, except that the person or entity acquiring the interest of the Landlord under the Lease as a result of any such action or proceeding, and the successors and assigns thereof (hereinafter referred to as the "Purchaser") shall not be (a) liable for any act or omission of any prior landlord under the Lease; or (b) subject to any offsets or defenses which the Tenant under the Lease might have against the prior landlord under the Lease; or (c) bound by any prepayment of rent made prior to any subsequent purchaser's purchase of the Property which prepayment is more than thirty (30) days prior to the time provided for in the Lease; or (d) bound by any amendment or modification to the Lease made without Lender's prior written consent.

2. Tenant Not To Be Joined In Foreclosure. So long as Tenant is not in default (beyond any applicable period given Tenant to cure such default) in the payment of rent or in the performance of any terms, covenants or conditions of the Lease on Tenant's part to be performed, Lender will not join Tenant (or Any Proposed Sublessee) as a party defendant in any action or proceeding foreclosing the Mortgage unless such joinder is necessary to foreclose the Mortgage and then only for such purpose and not for the purpose of terminating the Lease and in such event Lender shall reimburse Tenant (and/or Any Proposed Sublessee) for all reasonable expenses incurred by Tenant (and/or Any Proposed Sublessee) in connection therewith.

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3. Attornment. In the event the exercise of the power of sale in the Mortgage, or in the event of foreclosure of the Mortgage, or in event of a conveyance of the Property in lieu of foreclosure, Tenant agrees to attorn to and accept the purchaser at the foreclosure sale or the grantee under the conveyance in lieu of foreclosure as the landlord for the balance then remaining of the term of the Lease, subject to all terms and conditions of said Lease and the terms of this Agreement. Said attornment shall be effective and self-operative without the execution of any further instruments upon the succession by Purchaser to the interest of Landlord under the Lease. The respective rights and obligations of Tenant and Lender upon such attornment, shall be and are the same as now set forth in the Lease.

4. Tenant's Communication Equipment. Lender hereby acknowledges and agrees that this Agreement does not apply to the Personal Communications Service System facility, as defined in the Lease, and that removal of said Personal Communications Service System facility is governed by the terms of the Lease.

5. As to Landlord and Tenant. As between Landlord and Tenant, Landlord and Tenant covenant and agree that nothing contained herein nor anything done pursuant to the provisions hereof shall be deemed or construed to modify the Lease.

6. As to Landlord and Lender. As between Landlord and Lender, Landlord and Lender covenant and agree that nothing contained herein nor anything done pursuant to the provisions hereof shall be deemed or construed to modify the Mortgage.

7. Title of Paragraphs. The titles of the paragraphs of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

8. Provisions Binding. The terms and provisions hereof shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and permitted assigns, respectively, of Lender, Tenant and Landlord.

9. Governing Law. This Agreement shall be interpreted and governed by the laws of the State where Leased Premises are located.

10. Notices. All notices to be given pursuant to this Agreement shall be in writing and shall be considered properly given if mailed by first class United States mail, postage prepaid, registered or certified with

return receipt requested, or by delivering same in person to the addressee. Notice so mailed shall be deemed effective upon its deposit. Notice given in any other manner shall be deemed effective only if and when delivered to the addressee. For purposes of notices, the addresses of the parties shall be set forth opposite their respective signatures below.

11. Counterparts. This Agreement may be signed in multiple counterparts, each of which is an original, but all of which comprise one Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

"LENDER"

First National Bank of Shelby County

By: William R. Justice
Name: William R. Justice
Title: In house attorney

Address:

P.O. Box 977
Columbia, AL 35051

"LANDLORD"

Kenneth M. Graves

By: Kenneth M. Graves
Name: Kenneth M. Graves
Title: Owner

Address:

1434 Navajo Trail
Alabaster, AL 35007

"TENANT"

TRITEL COMMUNICATIONS, INC.

By: Kenneth F. Harris
Name: Kenneth F. Harris
Title: Director of Site Acquisition and Property Administration

Address:

111 East Capitol Street
Suite 500
Jackson, MS 39201
PH: (601) 914-8000

NOTARY BLOCK FOR LENDER IF CORPORATION

STATE OF _____
COUNTY OF _____

Before me, _____, a Notary Public in and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself (or herself) to be the _____ of _____ the within named bargainor, a corporation, and that he as such _____, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by _____ self as such _____.

WITNESS my hand and seal at office, on this the _____ day of _____, 19__.

Notary Public

My Commission Expires:

NOTARY BLOCK FOR LENDER IF NATIONAL BANKING ASSOCIATION

STATE OF ALABAMA
COUNTY OF SHELBY

Before me, Tommye W. Lyon, a Notary Public in and for the State and County aforesaid, personally appeared William R. Justice, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself (or herself) to be the In house attorney of First National Bank of Shelby, the within named bargainor, a national banking association, and that he as such In house attorney, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the banking association by him self as such In house attorney.

WITNESS my hand and seal at office, on this the 16th day of November, 2000

Tommye W. Lyon
Notary Public

My Commission Expires:
12-19-03

NOTARY BLOCK FOR LANDLORD IF INDIVIDUAL

STATE OF ALABAMA
COUNTY OF SHELBY

Personally appeared before me, William R. Justice, a Notary Public in and for said State and County, Kenneth M. Graves, the within named bargainor(s), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal at office, on this 16th day of November, 2000.

William R. Justice
Notary Public

My Commission Expires:
9/12/03

NOTARY BLOCK FOR LANDLORD IF CORPORATION

STATE OF _____
COUNTY OF _____

Before me, _____, a Notary Public in and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself (or herself) to be the _____ of _____, the within named bargainor, a corporation, and that he as such _____, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by self as such _____.

WITNESS my hand and seal at office, on this the ____ day of _____, 20__.

Notary Public

My Commission Expires:

NOTARY BLOCK FOR LANDLORD IF LLC

STATE OF TENNESSEE

COUNTY OF _____

Before me, _____, a Notary Public in and for said State and County aforesaid, duly commissioned and qualified, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged _____ self to be the _____ of _____, LLC, the within-named bargainor, a Tennessee Limited Liability Company, and that _____ he, as such _____, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Limited Liability Company by _____ self as such _____.

WITNESS my hand and seal at office on this the _____ day of _____, 19__.

My Commission Expires:

Notary Public

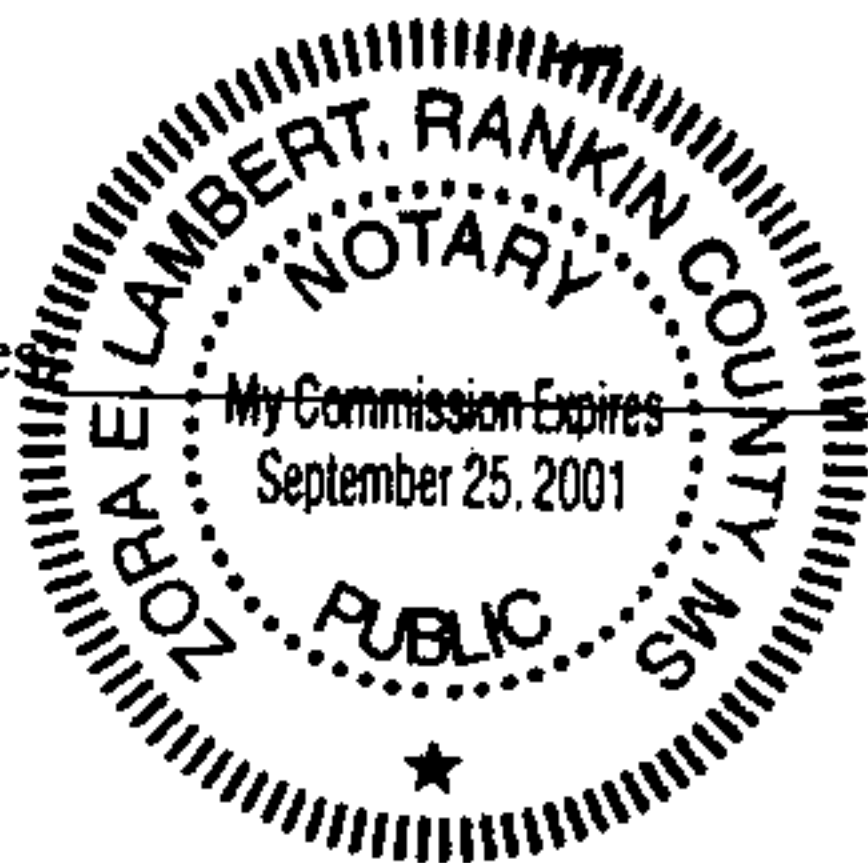
NOTARY BLOCK FOR TRITEL COMMUNICATIONS, INC.

STATE OF Mississippi
COUNTY OF Hinds

Before me, Zora E. Lambert, a Notary Public in and for the State and County aforesaid, personally appeared Kenneth F. Harris, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself (or herself) to be the Director of Site Acquisition and Property Administration of TRITEL COMMUNICATIONS, INC., the within named bargainor, a corporation, and that _____ he as such Director, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such Director.

WITNESS my hand and seal at office, on this the 21st day of November, 192000

My Commission Expires



Zora E. Lambert
Notary Public

EXHIBIT "A"

Legal Description

PARCEL I

A portion of the SE ¼ of the SW ¼ of Section 25, Township 20 South, Range 3 West, described as follows: Begin at the SE corner of Lot 2 of Circle Hill Subdivision, as recorded in Map Book 5, page 112, in the Probate Judge's Office of Shelby County, Alabama (said SE corner of Lot 2 is also the SE corner of the Log 2-A of a Re-survey of Circle Hill Subdivision, as recorded in the Probate Office of Shelby County, Alabama); from said point of beginning run northeasterly along the east side of Lot 2 of said subdivision for 192.00 feet to a point on the Southwest right of way of Shelby County Road No. 68; thence turn an angle of 90 degrees 00 minutes to the right and run Southeasterly along the said right of way for 35.80 feet to the point of beginning of a tangent curve concave Southwesterly and having a radius of 349.73 feet; thence continue Southeasterly along the said curved right of way through a central angle of 6 degrees 58 minutes 33 seconds for 42.54 feet; thence turn an angle from the chord of said curve segment of said right of way of 91 degrees 22 minutes 05 seconds to the right and run Southwesterly along the West side of a 50 foot wide access easement for 233.78 feet to a point on the North side of a water tank site owned by the City of Alabaster; thence turn an angle of 90 degrees 00 minutes to the right and run Northwesterly along the North side of said tank site for 58.58 feet to a point on the East side of Lot 3-A of Circle Hill Subdivision; thence turn an angle of 85 degrees 08 minutes 38 seconds to the right and run Northeasterly along the East side of Lot 3-A for 38.53 feet back to the Point of Beginning. Situated in the Town of Alabaster, Shelby County, Alabama.

PARCEL II

Part of the SE ¼ of the SW ¼ of Section 25, Township 20 South, Range 3 West, described as follows: From the SW corner of said ¼ - ¼ Section, run in an Easterly direction along the South line of said ¼ - ¼ Section for a distance of 77.98 feet; thence turn an angle to the left of 75 degrees 33 minutes 30 seconds and run in a Northeasterly direction along the East line of Lots 14, 15, 16, 17 & 18, in Block 3, Re-survey of George's Subdivision of Keystone, Sector 3, as recorded in the Probate Office of Shelby County, Alabama, in Map Book 4, Page 33, for a distance of 460.0 feet; thence turn an angle to the right of 87 degrees 45 minutes 30 seconds and run in a Southeasterly direction for a distance of 280.40 feet; thence turn an angle to the left of 75 degrees 47 minutes and run in a Northeasterly direction for a distance of 190.03 feet; thence turn an angle to the right of 88 degrees 16 minutes 30 seconds and run in a Southeasterly direction 78.0 feet to the Point of Beginning; thence turn an angle to the left of 28 degrees 37 minutes and run in an Easterly direction for a distance of 138.06 feet, more or less, to a point on the Northwest right of way line of Hickory Hill Drive; thence turn an angle to the left and run Northerly along the West right of way line of Hickory Hill Drive to its intersection with South right of way line of County Highway #68; thence Northwesterly along the South right of way line of County Highway #68 to its intersection with East line of a 50 foot easement as condemned by Town of Alabaster in Probate Minutes 32, page 655, in the Probate Office; thence in a Southerly direction along the East line of said easement to the North line of Water Tank Lot, as condemned by Town of Alabaster, in Probate Minutes 32, page 655, in Probate Office; thence Southeasterly along said Water Tank Lot to its Northeast corner; thence Southwesterly along the east line of said Water Tank Lot to the Point of Beginning. Situated in Shelby County, Alabama.

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